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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

J.G., a minor, individually and as
successor-in-interest to decedent, Mario
Guevara, by and through her Guardian
ad Litem SUSIE CASTRO; ELVIRA
GUEVARA, individually; RUDY
GUEVARA, individually; ANABEL
GONZALEZ, individually; S.G., a
minor, individually, by and through her
Guardian ad Litem ANABEL
GONZALEZ; M.G., a minor,
individually, by and through her
Guardian ad Litem ANABEL
GONZALEZ; YASMIN ORTEGA,
individually; and CHITO ORTEGA,
individually,

Plaintiffs,

v.

CITY OF COLTON; MICHAEL
SANDOVAL; and DOES 2-10,
inclusive,

Defendants.

Case No. 5:18-CV-02386 RGK (SPx)
[Hon. R. Gary Klausner, District Judge;
Hon. Sheri Pym, Magistrate Judge]

**~~PROPOSED~~ PROTECTIVE
ORDER RE CONFIDENTIAL
DOCUMENTS**

Complaint Filed: 11/09/2018
Trial Date: Not Yet Set

PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for
Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s

1 inherent and statutory authority, including but not limited to the Court's authority
2 under the applicable Federal Rules of Civil Procedure and the United States District
3 Court, Central District of California Local Rules; after due consideration of all of the
4 relevant pleadings, papers, and records in this action; and upon such other evidence
5 or argument as was presented to the Court; Good Cause appearing therefor, and in
6 furtherance of the interests of justice,

7 IT IS HEREBY ORDERED that:

8 **1. SCOPE OF PROTECTION.**

9 The protections conferred by the parties' Stipulation and this Order cover not
10 only Protected Material/Confidential Documents (as defined in the Stipulation), but
11 also (1) any information copied or extracted from Protected Material; (2) all copies,
12 excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
13 conversations, or presentations by Parties or their Counsel that might reveal Protected
14 Material. However, the protections conferred by the parties' Stipulation and this
15 Order do *not* cover the following information: (a) any information that is in the public
16 domain at the time of disclosure to a Receiving Party or becomes part of the public
17 domain after its disclosure to a Receiving Party as a result of publication not involving
18 a violation of this Order, including becoming part of the public record through trial or
19 otherwise; and (b) any information known to the Receiving Party prior to the
20 disclosure or obtained by the Receiving Party after the disclosure from a source who
21 obtained the information lawfully and under no obligation of confidentiality to the
22 Designating Party.

23 The Definitions section of the parties' associated Stipulation (§ 2) is
24 incorporated by reference herein.

25 **Any use of Protected Material at trial shall be governed by the Orders of**
26 **the trial judge: this Stipulation and its associated Protective Order do(es) not**
27 **govern the use of Protected Material at trial.**
28

A. PURPOSES AND LIMITATIONS.

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting or defending this litigation would be warranted. Accordingly, the parties have stipulated to and petitioned the court to enter the following Order.

The parties have acknowledged that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the specified information or items that are entitled, under the applicable legal principles, to treatment as confidential.

The parties further acknowledge, as set forth below, that this Order creates no entitlement to file confidential information under seal, except to the extent specified herein; Central District Local Rules 79-5.1 and 79-5.2 set forth the procedures that must be followed and reflect the standards that will be applied when a party seeks permission from the court to file material under seal.

Nothing in this Order shall be construed so as to require or mandate that any Party disclose or produce privileged information or records that could be designated as Confidential Documents/Protected Material hereunder.

2. DURATION OF PROTECTION.

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

1 **3. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL**
2 **DOCUMENTS.**

3 3.1. Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or non-party that designates information or items for protection under the
5 parties' Stipulation and this Order must take care to limit any such designation to
6 specific material that qualifies under the appropriate standards. A Designating Party
7 must take care to designate for protection only those parts of material, documents,
8 items, or oral or written communications that qualify – so that other portions of the
9 material, documents, items or communications for which protection is not warranted
10 are not swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routine designations are prohibited. Designations that
12 are shown to be clearly unjustified, or that have been made for an improper purpose
13 (e.g., to unnecessarily encumber or inhibit the case development process, or to impose
14 unnecessary expenses and burdens on other parties), expose the Designating Party to
15 sanctions.

16 If it comes to a Party's or a non-party's attention that information or items that
17 it designated for protection do not qualify for protection at all, or do not qualify for
18 the level of protection initially asserted, that Party or non-party must promptly notify
19 all other parties that it is withdrawing the mistaken designation.

20 (a) Redaction of Confidential Information: Peace Officer Personnel
21 Records. Considering the privacy concerns contained in the personnel and Internal
22 Investigation Records, the producing party is permitted to redact the names and
23 personal identifying information (such as social security numbers, dates of birth,
24 driver's license number, home address, telephone numbers, financial and credit
25 histories, medical and psychological information) for any non-defendant officers,
26 third party witnesses, and any other persons identified in such records.

27 3.2. Manner and Timing of Designations. Except as otherwise provided in
28 this Order, or as otherwise stipulated or ordered, material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (apart from transcripts of
5 depositions or other pretrial or trial proceedings, and regardless of whether produced
6 in hardcopy or electronic form), that the Producing Party affix the legend
7 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
8 or portions of the material on a page qualifies for protection, the Producing Party also
9 must clearly identify the protected portion(s) (e.g., by making appropriate markings
10 in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The
11 placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the
12 substance of the page’s (or pages’) text or content.

13 A Party or Non-Party that makes original documents or materials available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which material it would like copied and produced. During the inspection
16 and before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
18 it wants copied and produced, the Producing Party must determine which documents,
19 or portions thereof, qualify for protection under this Order. Then, before producing
20 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
21 legend to each page that contains Protected Material. If only a portion or portions of
22 the material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in deposition or in other pretrial or trial proceedings,
26 that the Party or non-party offering or sponsoring the testimony identify on the record,
27 before the close of the deposition, hearing, or other proceeding, all protected
28 testimony, and further specify any portions of the testimony that qualify as

1 “CONFIDENTIAL.” When it is impractical to identify separately each portion of
2 testimony that is entitled to protection, and when it appears that substantial portions
3 of the testimony may qualify for protection, the Producing Party may invoke on the
4 record (before the deposition or proceeding is concluded) a right to have up to twenty
5 (20) days to identify the specific portions of the testimony as “CONFIDENTIAL.”

6 Only those portions of the testimony that are appropriately designated as
7 “CONFIDENTIAL” for protection within the 20 days shall be covered by the
8 provisions of the parties’ Stipulation and this Protective Order.

9 Transcript pages containing Protected Material must be separately bound by
10 the court reporter, who must affix to each such page the legend “CONFIDENTIAL,”
11 as instructed by the Producing Party.

12 (c) for information produced in some form other than documentary, and for
13 any other tangible items (including but not limited to information produced on disc or
14 electronic data storage device), that the Producing Party affix in a prominent place on
15 the exterior of the container or containers in which the information or item is stored
16 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
17 protection, the Producing Party, to the extent practicable, shall identify the protected
18 portions, specifying the material as “CONFIDENTIAL.”

19 3.3. Inadvertent Failures to Designate. If timely corrected (preferably,
20 though not necessarily, within 30 days of production or disclosure of such material),
21 an inadvertent failure to designate qualified information or items as
22 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
23 secure protection under the parties’ Stipulation and this Order for such material. If
24 material is appropriately designated as “CONFIDENTIAL” *after* the material was
25 initially produced, the Receiving Party, on timely notification of the designation, must
26 make reasonable efforts to assure that the material is treated in accordance with the
27 parties’ Stipulation and this Order.

28 3.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall

1 not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove
2 a "CONFIDENTIAL" stamp or legend thereon; nor shall a Receiving Party take any
3 other action so as to make it appear that Protected Material is not subject to the terms
4 and provisions of the parties' Stipulation and this Order. However, nothing in this
5 section shall be construed so as to prevent a Receiving Party from challenging a
6 confidentiality designation subject to the provisions of section 4, *infra*.

7 **4. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

8 4.1. Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality
11 designation is necessary to avoid foreseeable substantial unfairness, unnecessary
12 economic burdens, or a later significant disruption or delay of the litigation, a Party
13 does not waive its right to challenge a confidentiality designation by electing not to
14 mount a challenge promptly after the original designation is disclosed.

15 4.2. Meet and Confer. Prior to challenging a confidentiality designation, a
16 Challenging Party shall initiate a dispute resolution process by providing written
17 notice of each specific designation it is challenging, and describing the basis (and
18 supporting authority or argument) for each challenge. To avoid ambiguity as to
19 whether a challenge has been made, the written notice must recite that the challenge
20 to confidentiality is being made in accordance with this specific paragraph of this
21 Protective Order. The parties shall attempt to resolve each challenge in good faith
22 and must begin the process by conferring directly (in voice to voice dialogue, either
23 in person, telephonically, or by other comparable means, but *not* by correspondence)
24 within 14 days of the date of service of notice.

25 In conferring, the Challenging Party must explain the specific basis for its belief
26 that the confidentiality designation was not proper and must give the Designating
27 Party an opportunity to review the designated material, to reconsider the
28 circumstances, and, if no change in designation is offered, to explain the basis for the

1 chosen designation. A Challenging Party may proceed to the next stage of the
2 challenge process only if it has engaged in this meet and confer process first or
3 establishes that the Designating Party is unwilling to participate in the meet and confer
4 process in a timely manner.

5 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*,
6 to harass or impose unnecessary expenses and burdens on other parties), may expose
7 the Challenging Party to sanctions.

8 4.3. Judicial Intervention. If the Parties cannot resolve a confidentiality
9 challenge without court intervention, the Challenging Party shall file and serve a
10 motion to remove confidentiality (under the applicable rules for filing and service of
11 discovery motions) within 14 days of the parties agreeing that the meet and confer
12 process will not resolve their dispute, or by the first day of trial of this matter,
13 whichever date is earlier – unless the parties agree in writing to a longer time.

14 The parties must strictly comply with Central District Local Rules 37-1 and 37-
15 2 (including the joint statement re discovery dispute requirement) in any motion
16 associated with this Protective Order.

17 Each such motion must be accompanied by a competent declaration affirming
18 that the movant has complied with the meet and confer requirements imposed in the
19 preceding paragraph. In addition, the Challenging Party may file a motion
20 challenging a confidentiality designation at any time if there is good cause for doing
21 so, including a challenge to the designation of a deposition transcript or any portions
22 thereof. Any motion brought pursuant to this provision must be accompanied by a
23 competent declaration affirming that the movant has complied with the meet and
24 confer requirements imposed by the preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the
26 Designating Party, regardless of whether the Designating Party is the moving party or
27 whether such Party sought or opposes judicial intervention. Frivolous challenges, and
28 those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses

1 and burdens on other parties) may expose the Challenging Party to sanctions. Unless
2 the Designating Party has waived the confidentiality designation by failing to oppose
3 a motion to remove confidentiality as described above, all parties shall continue to
4 afford the material in question the level of protection to which it is entitled under the
5 Producing Party's designation until the court rules on the challenge.

6 4.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
7 Designating Party may remove Protected Material/Confidential Documents from
8 some or all of the protections and provisions of the parties' Stipulation and this Order
9 at any time by any of the following methods:

10 (a) Express Written Withdrawal. A Designating Party may withdraw a
11 "CONFIDENTIAL" designation made to any specified Protected
12 Material/Confidential Documents from some or all of the protections of the parties'
13 Stipulation and this Order by an express withdrawal in a writing signed by such Party
14 (or such Party's Counsel, but not including staff of such Counsel) that specifies and
15 itemizes the Disclosure or Discovery Material previously designated as Protected
16 Material/Confidential Documents that shall no longer be subject to all or some of the
17 provisions of the parties' Stipulation and Order. Such express withdrawal shall be
18 effective when transmitted or served upon the Receiving Party. If a Designating Party
19 is withdrawing Protected Material from only some of the provisions/protections of the
20 parties' Stipulation and this Order, such Party must state which specific provisions
21 are no longer to be enforced as to the specified material for which confidentiality
22 protection hereunder is withdrawn: otherwise, such withdrawal shall be construed as
23 a withdrawal of such material from all of the protections/provisions of the parties'
24 Stipulation and this Order;

25 (b) Express Withdrawal on the Record. A Designating Party may withdraw
26 a "CONFIDENTIAL" designation made to any specified Protected Material/
27 Confidential Documents from all of the provisions/protections of the parties'
28 Stipulation and this Order by verbally consenting in court proceedings on the record

1 to such withdrawal – provided that such withdrawal specifies the Disclosure or
2 Discovery Material previously designated as Protected Material/Confidential
3 Documents that shall no longer be subject to any of the provisions of the parties’
4 Stipulation and this Order. A Designating Party is not permitted to withdraw
5 Protected Material from only some of the protections/ provisions of the parties’
6 Stipulation and this Order by this method;

7 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
8 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
9 designation made to any specified Protected Material/Confidential Documents from
10 all of the provisions/protections of the parties’ Stipulation and this Order by either
11 (1) making such Protected Material/Confidential Records part of the public record –
12 including but not limited to attaching such as exhibits to any filing with the court
13 without moving, prior to such filing, for the court to seal such records; or (2) failing
14 to timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL”
15 designation to specified Protected Material/Confidential Documents.

16 Nothing in the parties’ Stipulation and this Order shall be construed so as to
17 require any Party to file Protected Material/Confidential Documents under seal,
18 unless expressly specified herein.

19 **5. ACCESS TO AND USE OF PROTECTED MATERIAL.**

20 5.1. Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a non-party in connection with this case
22 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
23 to and including final disposition of the above-entitled action – and not for any other
24 purpose, including any other litigation or dispute outside the scope of this action.
25 Such Protected Material may be disclosed only to the categories of persons and under
26 the conditions described in the parties’ Stipulation and this Order. When the above
27 entitled litigation has been terminated, a Receiving Party must comply with the
28 provisions of section 9, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under the parties' Stipulation and its Order.

5.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of such Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, thereby agree to be bound by the parties' Stipulation and this Order;

(c) Experts (as defined in the parties' Stipulation and this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, thereby agree to be bound by the parties' Stipulation and this Order;

(d) court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected Material, thereby agree to be bound by the parties' Stipulation and this Order;

(e) during their depositions, witnesses in the action to whom disclosure is reasonably necessary – each of whom, by accepting receipt of such Protected Material, thereby agree to be bound by the parties' Stipulation and this Order. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may not be disclosed to anyone except as permitted under the parties' Stipulation and this Protective Order.

1 (f) the author or custodian of a document containing the information that
2 constitutes Protected Material, or other person who otherwise possessed or knew the
3 information.

4 5.3. Notice of Confidentiality. Prior to producing or disclosing Protected
5 Material/Confidential Documents to persons to whom the parties' Stipulation and this
6 Order permits disclosure or production (see section 5.2, *supra*), a Receiving Party
7 shall provide a copy of the parties' Stipulation and Order to such persons so as to put
8 such persons on notice as to the restrictions imposed upon them herein: except that,
9 for court reporters, Professional Vendors, and for witnesses being provided with
10 Protected Material during a deposition, it shall be sufficient notice for Counsel for the
11 Receiving Party to give the witness a verbal admonition (on the record, for witnesses)
12 regarding the provisions of the parties' Stipulation and this Order and such provisions'
13 applicability to specified Protected Material at issue.

14 5.4. Reservation of Rights. Nothing in the parties' Stipulation and this Order
15 shall be construed so as to require any Producing Party to designate any records or
16 materials as "CONFIDENTIAL." Nothing in the parties' Stipulation or this Order
17 shall be construed so as to prevent the admission of Protected Material into evidence
18 at the trial of this action, or in any appellate proceedings for this action, solely on the
19 basis that such Disclosure or Discovery Material has been designated as Protected
20 Material/Confidential Documents. Notwithstanding the foregoing, nothing in the
21 parties' Stipulation or this Order shall be construed as a waiver of any privileges or
22 of any rights to object to the use or admission into evidence of any Protected Material
23 in any proceeding; nor shall anything herein be construed as a concession that any
24 privileges asserted or objections made are valid or applicable.

25 Nothing in the parties' Stipulation or this Order shall be construed so as to
26 prevent the Designating Party (or its Counsel or custodian of records) from having
27 access to and using Protected Material designated by that Party in the manner in which
28 such persons or entities would typically use such materials in the normal course of

1 their duties or profession – except that the waiver of confidentiality provisions shall
2 apply (see section 4.4(c), *supra*).

3 5.5. Requirement to File Confidential Documents Under Seal. Confidential
4 Documents may be submitted in all law and motion proceedings before the Court if
5 done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or
6 United States District Court, Central District of California Local Rules 79-5.1 and 79-
7 5.2 (as applicable) and pursuant to the provisions of the parties' Stipulation and this
8 Order. If any Receiving Party attaches any Confidential Documents to any pleading,
9 motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such
10 Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules
11 of Civil Procedure 5.2 and 26 and/or United States District Court, Central District of
12 California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

13 However, this paragraph (§ 5.5) shall not be construed so as to prevent a
14 Designating Party or counsel from submitting, filing, lodging, or publishing any
15 document it has previously designated as a Confidential Document without
16 compliance with this paragraph's requirement to do so under seal (i.e., a producing-
17 disclosing party or counsel may submit or publish its own Confidential Documents
18 without being in violation of the terms of the parties' Stipulation and this Protective
19 Order).

20 Furthermore, a Receiving Party shall be exempted from the requirements of
21 this paragraph as to any specifically identified Confidential Document(s) where –
22 prior to the submission or publication of the Confidential Document(s) at issue – the
23 Designating Party of such specifically identified Confidential Document(s) has
24 waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant
25 to paragraph 4.4, *supra*).

26 A Receiving Party shall also be exempt from the sealing requirements of this
27 paragraph (§ 5.5) where the Confidential Documents/Protected Material at issue is/are
28 **not** documents, records, or information regarding:

1 (1) private, personal information contained in peace officer personnel files
2 (such as social security numbers, driver's license numbers or comparable personal
3 government identification numbers, residential addresses, compensation or pension
4 or personal property information, credit card numbers or credit information, dates of
5 birth, tax records and information, information related to the identity of an officer's
6 family members or co-residents, and comparable personal information about the
7 officer or his family);

8 (2) any internal affairs or comparable investigation by any law enforcement
9 agency into alleged officer misconduct; and/or

10 (3) the medical records or records of psychiatric or psychological treatment
11 of any peace officer or party to this action.

12 Nothing in this paragraph shall be construed to bind the Court or its authorized
13 staff so as to limit or prevent the publication of any Confidential Documents to the
14 jury or factfinder, at the time of trial of this matter, where the Court has deemed such
15 Confidential Documents to be admissible into evidence.

16 **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION.**

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this action as
20 "CONFIDENTIAL," that Party must:

21 (a) promptly notify in writing the Designating Party, preferably (though not
22 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
23 the subpoena or court order at issue;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena
26 or order is subject to the parties' Stipulation and this Protective Order. Such
27 notification shall include a copy of the parties' Stipulation and this Protective Order;
28 and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued
2 by all sides in any such situation, while adhering to the terms of the parties'
3 Stipulation and this Order.

4 If the Designating Party timely seeks a protective order, the Party served with
5 the subpoena or court order shall not produce any information designated in this action
6 as "CONFIDENTIAL" before a determination by the court from which the subpoena
7 or order issued, unless the Party has obtained the Designating Party's permission. The
8 Designating Party shall bear the burden and expense of seeking protection in that court
9 of its confidential material – and nothing in these provisions should be construed as
10 authorizing or encouraging a Receiving Party in this action to disobey a lawful
11 directive from another court.

12 The purpose of this section is to ensure that the affected Party has a meaningful
13 opportunity to preserve its confidentiality interests in the court from which the
14 subpoena or court order issued.

15 **7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

16 **7.1. Unauthorized Disclosure of Protected Material.**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under the
19 parties' Stipulation and this Order, the Receiving Party must immediately:

- 20 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 21 (b) use its best efforts to retrieve all copies of the Protected Material;
- 22 (c) inform the person or persons to whom unauthorized disclosures were made
23 of all the terms of this Order; and
- 24 (d) request such person or persons consent to be bound by the Stipulation and
25 this Order.

26 **7.2. Inadvertent Production of Privileged or Otherwise Protected Material.**

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently
28 produced material is subject to a claim of privilege or other protection, the obligations

1 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
2 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
3 established in an e-discovery order that provides for production without prior
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
5 parties reach an agreement on the effect of disclosure of a communication or
6 information covered by the attorney-client privilege or work product protection, the
7 parties may incorporate their agreement in the stipulated protective order submitted
8 to the court.

9 **8. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

10 8.1. Filing of Protected Material.

11 Without advance written permission from the Designating Party, or a court
12 order secured after appropriate notice to all interested persons, a Receiving Party may
13 not file in the public record in this action any Protected Material. A Party that seeks
14 to file under seal any Protected Material must comply with the applicable Federal and
15 Local Rules.

16 8.2. Public Dissemination of Protected Material.

17 A Receiving Party shall not publish, release, post, or disseminate Protected
18 Material to any persons except those specifically delineated and authorized by the
19 parties' Stipulation and this Order (see section 5, *supra*); nor shall a Receiving Party
20 publish, release, leak, post, or disseminate Protected Material/Confidential
21 Documents to any news media, member of the press, website, or public forum (except
22 as permitted under this Order regarding filings with the court in this action and under
23 seal).

24 **9. FINAL DISPOSITION.**

25 Unless otherwise ordered or agreed in writing by the Producing Party, within
26 thirty (30) days after the final termination of this action (defined as the dismissal or
27 entry of judgment by the above named court, or if an appeal is filed, the disposition
28 of the appeal), upon written request by the Producing Party, each Receiving Party

1 must return all Protected Material to the Producing Party – whether retained by the
2 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-
3 party to whom the Receiving Party produced or shared such records or information.

4 As used in this subdivision, “all Protected Material” includes all copies,
5 abstracts, compilations, summaries or any other form of reproducing or capturing any
6 of the Protected Material, regardless of the medium (hardcopy, electronic, or
7 otherwise) in which such Protected Material is stored or retained.

8 In the alternative, at the discretion of the Receiving Party, the Receiving Party
9 may destroy some or all of the Protected Material instead of returning it – unless such
10 Protected Material is an original, in which case, the Receiving Party must obtain the
11 Producing Party’s written consent before destroying such original Protected Material.

12 Whether the Protected Material is returned or destroyed, the Receiving Party
13 must submit a written certification to the Producing Party (and, if not the same person
14 or entity, to the Designating Party) within thirty (30) days of the aforementioned
15 written request by the Designating Party that specifically identifies (by category,
16 where appropriate) all the Protected Material that was returned or destroyed and that
17 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
18 summaries or other forms of reproducing or capturing any of the Protected material
19 (in any medium, including but not limited to any hardcopy, electronic or digital copy,
20 or otherwise).

21 Notwithstanding this provision, Counsel are entitled to retain an archival copy
22 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in
23 this action, as well as any correspondence or attorney work product prepared by
24 Counsel for the Receiving Party, even if such materials contain Protected Material;
25 however, any such archival copies that contain or constitute Protected Material remain
26 subject to this Protective Order as set forth in Section 2, above. This court shall retain
27 jurisdiction in the event that a Designating Party elects to seek court sanctions for
28 violation of the parties’ Stipulation and this Order.

1 **10. MISCELLANEOUS.**

2 10.1. Right to Further Relief. Nothing in the parties' Stipulation or this Order
3 abridges the right of any person to seek its modification by the Court in the future.

4 10.2. Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order pursuant to the parties' Stipulation, no Party waives any right it
6 otherwise would have to object to disclosing or producing any information or item on
7 any ground not addressed in the parties' Stipulation or this Order. Similarly, no Party
8 waives any right to object on any ground to use in evidence any of the material
9 covered by the parties' Stipulation and this Protective Order.

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14 The provisions of the parties' Stipulation and this Protective Order shall be in
15 effect until further Order of the Court.

16 **IT IS SO ORDERED.**

17 DATED: April 25, 2019

**UNITED STATES DISTRICT COURT,
CENTRAL DISTRICT OF CALIFORNIA**

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20 By: 

21 Hon. Sherry Pym
22 U.S. MAGISTRATE JUDGE
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